### GAS PURCHASE AGREEMENT

This AGREEMENT ("Agreement") made and entered into this the May of february 2012, by and between Bradco Oil Company, whose address is 271 East Court Street, P. O. Box 221, Prestonsburg, Kentucky, 41653, (hereinafter referred to as "Bradco Oil Company" or "Seller"), and Johnson County Gas Company, whose address is P\_O. Box 447, Betsy Layne, Kentucky, 41635, (hereinafter referred to at Johnson County Gas Company" or "Buyer").

WHEREAS, Bradeo Oil Company has three (3) existing was wells in the Hager Hill area.

WHEREAS, gas delivery points for the above production will be as near the intersection of Ky. Rt 321 and Rolling Hills Rd.

WHEREAS, Buyer agrees to buy gas delivered from Selier at the rate of \_\_\_\_\_\_/dth (\$\_b\_m/mcf) beginning May 1<sup>st</sup> 2012. All payments for delivery of gus shall be made to Seller at P\_O, Box 221, Prestonsburg, Kentucky, 41653, within 15 days of invoice. That upon such payment to Seller, Buyer is released from any and all liability in distribution of said payments and any correspondence or notice shall also be made to said Seller. Buyer shall be responsible for any production-related tax attributable to gas sold pursuant to this Agreement Seller herein warrants to Buyer good and lawful title to all gas sold and delivered pursuant to this Agreement. The \$6.00 price is negotiable upon completion of the bankruptcy. Seller may cancel contract for nonpayment within 30 days of billing.

WHEREAS, this agreement shall be for a period of one (1) year and as long thereafter as marketable natural gar is delivered to Buyer. This agreement shall be automatically renewed for each additional one year period unless a 30 day advance written notice of cancellation is given by either party.

This agreement shall be binding upon Seller, its successors and assigns and upon Buyer, and its successors and assigns.

SELLER:

Bradco Oil Company

BY: Charles Bradley

Owner

BUYER:

Johnson County Gas Company

BY: Bud Rife

President



# CONTRACT

THIS CONTRACT, made this 15t day of \_\_\_\_\_\_\_\_\_, 2018, by and between B & H GAS COMPANY, INC., by and through, Bud Rife, whose address is P.O. Box 447, Harold, Kentucky 41635, and BUD RIFE CONSTRUCTION COMPANY, INC., whose address is P.O. Box 155, Harold, Kentucky 41635.

### WITNESSETH:

WHEREAS, BUD RIFE CONSTRUCTION COMPANY, INC., and B & H GAS COMPANY, INC., the parties, hereby covenant and agree, as follows:

- 1. That Bud Rife Construction Company, Inc., shall perform work for B & H Gas Company, Inc., and the minimum amount of hours billed shall be two (2) hours. All transactions shall be arms length transactions;
- 2. That any unpaid bill shall become an interest free loan from Bud Rife Construction, Inc., to B & H Gas Company, Inc.;
- 3. That the parties agree that a billing statement shall be furnished for each job performed with the rates set forth per hour for labor and equipment and per foot for material;
- 4. That if equipment must be rented, that B & H Gas Company, Inc., shall be billed at cost plus ten percent (10%);
- 5. That Bud Rife Construction Company, Inc., shall maintain appropriate workers' compensation insurance coverage;
- 6. That Bud Rife Construction Company, Inc., shall use fittings, pipe, meter and other materials which shall be provided by B & H Gas Company, Inc.;

7. That all work shall be tested pursuant to the Public Service Commission regulations;

8. That a work order shall be provided and B & H Gas Company, Inc., shall

perform the services to be done in accordance with the work order;

9. That Bud Rife Construction Company, Inc. shall furnish all necessary tools;

10. If more trucks are required than are rented monthly by B & H Gas Company,

Inc., then, the additional trucks shall be billed at the regular rate charged by Bud Rife

Construction Company, Inc.

The Parties hereto expressly represent that they understand and agree that all terms of this Contract are contractual in nature. The parties agree that their heirs, assigns, subsidiaries, employees, owners, stockholders and officers shall be bound by the terms of this Contract. They further expressly represent and warrant, that they are competent, and

possess complete authority to execute and enter into this Contract, and that in negotiating

and executing this Contract, they have consulted with and been advised by counsel, of

their own choosing, or had an opportunity to do so, concerning the meaning and legal

effects of each of its terms and provisions. Also, they have carefully read this Contract in

its entirety, and have agreed to its terms and provisions and acknowledge that there are no

promises, inducements, representations nor agreements of any kind in connection with this

Contract other than those expressly set forth herein. The parties execute this Contract

voluntarily, without duress or coercion of any kind and they intend and agree that this is a

final and binding Contract.

B & H GAS COMPANY, IN

Bud Rife, President

BUD RIFE CONSTRUCTION COMPANY, INC.

Bud Rife, President

# STATE OF KENTUCKY COUNTY OF FLOYD

Subscribed, sworn to and acknowledged to before me by B & H Gas Company, Inc., by and through Bud Rife, on this
NOTARY PUBLIC
STATE OF KENTUCKY COUNTY OF FLOYD
Subscribed and sworn and acknowledged to before me by Bud Rife Construction Company, Inc., by and through Bud Rife, on this
My Commission expires: 1/14/22 Suda Allen



# **Bud Rife Construction**

**Estimate** 

PO Box 155

Harold, KY 41635

OFFICE: (606)478-5264 CELL: (606)794-5264

FAX: (606) 478-5266

E-Mail: budri@mikrotec.com

Website: www.budrifeconstruction.com

Date:

698 03/05/2018

For: Invoice # B&H Gas Company Inc

PO Box 447

Betsy Layne, KY 41605

Code	Description	Quantity	Rate	Amount	
SE-01	Hydro Seeder (Per Day)	1	\$3,000.00	\$3,000.00	
T-07	Mack Crane Truck	1	\$90.00	\$90.00	
T-38	PICKUP TRUCKS (PER DAY)	1	\$130.00	\$130.00	
B-81.2	8" Horizontal Bore with casing MCL-24	1	\$140.00	\$140.00	
B-90	12" DIRECTIONAL BORE DIRT 12" PIPE INCLUDED	1	\$135.00	\$135.00	
B-76	4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASING	1	\$45.00	\$45.00	
LA-39	OPERATOR	1	\$35.00	\$35.00	
T-62	MACK ROLLBACK (PER HR)	1	\$90.00	\$90.00	
ST-54	BENDING AND LIFTING TOOLS	1	\$700.00	\$700.00	
LA-25	LIGHT PLANTS (PER HR)	1	\$50.00	\$50.00	
HE-29	3000 LBS HYD HAMMER FOR PC 120	1	\$115.00	\$115.00	
SE-58	RIP-RAP IN PLACE PER TON	1	\$70.00	\$70.00	
ST-65	LARGE ELECTRIC JACKHAMMER	1	\$175.00	\$175.00	
T-01	Mack Rollback	1 hour	\$90.00	\$90.00	

115.45	Description	Quantity	Rate	Amoun
HE-48	BUSH HOG W/MUSTANG	1	\$90.00	
B-78	6" DIRT DIRECTIONAL BORE			\$90.00
HE-64	GENIE LIFT 40FT BOOM (PER HR)	1	\$60.00	\$60.00
SE-16	LARGE VIB PLATE TAMPER	1	\$75.00	\$75.00
T-50	MOROOKA TRACK DUMP TRUCK 1500	1	\$220.00	\$220.00
B-86	12" CASING	1	\$105.00	\$105.00
MISC-68	MARKING PAINT	1	\$85.00	\$85.00
B-72		1	\$55.00	\$55.00
B-63	2" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00
	DRILL FOR DRILLING 24", 30" AND 36" HOLES. (PRICE PER FT)	1	\$110.00	\$110.00
MISC-93.5	2011 Tahoe	1	\$750.00	\$750.00
LA-41	LABOR (1 Man)	1	\$25.00	
LA-42	FOREMAN & 1 MAN	1		\$25.00
HE-04	Bobcat Skid Steer Loader		\$60.00	\$60.00
SE-21	WATER PUMP (PER DAY)	1	\$70.00	\$70.00
ST-55	HAND HELD JACK HAMMER (ELECTRIC PER DAY)	1 day	\$130,00	\$130.00
T-56	4 WHEELER	1	\$90.00	\$90.00
HE-05	Mustang Skid Steer Loader	1	\$40.00	\$40.00
LA-57	1 FOREMEN & 2 MEN	1	\$65.00	\$65.00
HE-06	6510 DitchWitch	1 hour	\$85.00	\$85.00
ST-52	CHAIN SAW (PER DAY)	1	\$80.00	\$80.00
B-89		1	\$90.00	\$90.00
T-08	12" DIRECTIONAL BORE ROCK 12" PIPE INCLUDED	1	\$215.00	\$215.00
	Mack Dump Truck (25 Yard Bed)	1	\$90.00	\$90.00
SE-18	LARGE VIB ROLLER	1	\$85.00	
1E-70	LORAIN 20 TON CRANE		700,00	\$85.00

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-	Code	Description	Quantity	Rate	Amount
	PROD-71	GRAVEL IN PLACE PER TON	1	\$60.00	\$60.00
	HE-37	D61EX KOMATSU DOZER	1	\$135.00	\$135.00
	HE-03	WA320 Komatsu Wheel Loader	1 hour	\$90.00	\$90.00
	HE-27	PC 160 KOMATSU EXCAVATOR	1	\$135.00	\$135.00
	GL-1.2	1 1/4" X 3/4" REDUCER	1	\$19.00	\$19.00
	LA-67	1 Supervisor 1 Foreman 1 Laborer	1 hour	\$95.00	\$95.00
	SE-60	AIR COMPRESSOR 160 CFM	1	\$55.00	\$55.00
	HE-34	HYD HAMMER FOR SMALL EXCAVATOR	1	\$70.00	\$70.00
	T-30	Mack Rollback	1	\$90.00	\$90.00
	SE-17	SMALL VIB ROLLER	1	\$200.00	\$200.00
	SE-51	SCAFFOLDING (PER DAY) (PER BUCK)	1	\$110.00	\$110.00
	HE-26	SKID STEER WITH BROOM	1	\$110.00	\$110.00
	T-46	VOLVO TRACTOR & TRAILER	1 hour	\$100.00	\$100.00
	LA-43	FOREMAN & 2 MEN	1	\$95.00	\$95.00
	B-82	10" DIRT DIRECTIONAL BORE	1	\$40.00	\$40.00
	HE-28	PC 120 KOMATSU EXCAVATOR	1	\$115.00	\$115.00
	T-09	International Dump Truck (9 Yard Bed)	1	\$65.00	\$65.00
	SE-19	TRENCH ROLLER	1 hour	\$50.00	\$50.00
	B-84	12" DIRT DIRECTIONAL BORE	1	\$120.00	\$120.00
	GL-1.9	1"TRANSITION	1	\$35.00	\$35.00
	B-12	HORIZONTAL BORING MACHINE 12" PER FOOT	1	\$150.00	\$150.00
	LA-01	SUPERVISOR	1	\$35.00	\$35.00
	ST-69	SMALL TOOLS AND MISC.	1	\$50.00	\$50.00
	LA-40	FOREMAN	1	\$35,00	\$35.00
					<del>+55.00</del>

Code	<b>e</b>	Description	Quantity	Rate	Amount
B-79	,	6" ROCK DIRECTIONAL BORE ADD \$55.00 FOR CASING	1	\$60.00	\$60.00
SE-6	6	STEAM PRESSURE WASHER (PER HR)	1 hour	\$60.00	\$60,00
SE-24	4	CONCRETE SAWS (PER DAY)	1	\$160.00	\$160.00
HE-3	32	PC 60 KOMATSU EXCAVATOR	1	\$90.00	\$90.00
SE-5	3	STRAW BLOWER (PER HR)	1 hour	\$60.00	\$60.00
B-77	,	4" DIRT DIRECTIONAL BORE	1	\$45.00	\$45.00
HE-2	23	D5H CAT DOZER	1	\$115.00	\$115.00
SE-26	0	LAZERS (PER DAY)	1	\$80.00	\$80,00
B-14	1.8	AIR HAMMER TOOL 3" HOLE PER FT.	1	\$60.00	\$60.00
HE-3	31	HAMMER FOR PC 88	1	\$110.00	\$110.00
B-80	)	8" DIRT DIRECTIONAL BORE	1	\$80.00	\$80.00
T-11		Fuso Ton Dump 4/YRD Bed	1	\$55.00	\$55.00
		HAUL IN FILL DIRT TO GRADE	1	\$2,000.00	\$2,000.00
		LEVEL AND COMPACT FILL			¥1
GL-1.	.65	FUSION EQUIPMENT	1	\$45.00	\$45.00
B-81		8" ROCK DIRECTIONAL BORE	1	\$80.00	\$80.00
B-13		HORIZONTAL BORING 6" OR 8" PER FT.	1	\$120.00	\$120.00
PROD	D-87	PIPE BEDDING	1	\$24.00	\$24.00
B-85		12" ROCK DIRECTIONAL BORE	1	\$120.00	\$120.00
B-81.	.1	8" Horizontal Bore MCL-24	1	\$100.00	\$100.00
B-75		3" ROCK DIRECTIONAL BORE	1	\$30.00	\$30.00
HE-3	5	3805 MUSTANG EXCAVATOR	1	\$60.00	\$60.00
SE-47	7	VERMEER BRUSH CHIPPER (PER HR)	1 hour	\$85.00	\$85.00
HE-36	6	KOMATSU 39 PX DOZER	1	\$105.00	\$105.00
B-74		3" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00
					400.00

Code	Description	Quantity	Rate	Amount
HE-49	MUSTANG W/AUGER ATTACHMENT	- 1	\$90.00	\$90.00
B-73	2" ROCK DIRECTIONAL BORE ADD \$15.00 FOR CASING	1	\$30.00	\$30.00
SE-22	WELDER, OXYGEN, ACETYLENE, AND ELECTRIC FUSION EQUIPMENT.	1 hour	\$85,00	\$85.00
SE-15	TAMPER PER DAY (JUMPING JACK)	1 day	\$135,00	\$135.00
LA-44	1 Supervisor, 1 Foreman, 2 men	1	\$120.00	\$120.00
HE-33	PC 35 KOMATSU EXCAVATOR	1	\$70.00	\$70.00
SE-59	POWER WHEEL BARROW	1	\$45.00	\$45.00
LA-61	DITCHWITCH PER FT.	1	\$3.00	\$3.00
B-83	10" ROCK DIRECTIONAL BORE	1	\$100.00	\$100.00
	Subtotal Total			\$14,331.00 \$14,331.00
	Total		\$1	4,331.00

## CONTRACT

THIS CONTRACT, made this 15th day of \_\_\_\_\_\_\_\_, 2018, by and between B & S GAS COMPANY, by and through, Bud Rife, whose address is P.O. Box 155, Harold, Kentucky 41635, and B & H GAS COMPANY, INC., whose address is P.O. Box 447, Betsy Layne, Kentucky 41605.

#### WITNESSETH:

WHEREAS, Bud Rife d/b/a B & S GAS COMPANY, which owns property and or holds oil and gas leases at Tram, Floyd County, Kentucky, and B & H GAS COMPANY, INC., the parties, hereby covenant and agree, as follows:

- 1. That B & S Gas Company, shall bill B & H Gas Company, Inc., monthly for gas used and B & H Gas Company, Inc., shall pay for BTU content;
- 2. That any unpaid amounts for said gas purchases shall be treated as an interest free loan to B & H Gas Company, Inc.;
- 3. That the parties agree that this contract shall renew annually unless otherwise changed in writing;
- 4. That B & H Gas Company, Inc., shall be responsible for any and all legal fees and expenses that B & S Gas Company may incur for any legal work performed or litigation whatsoever.
- 5. That any outstanding bills for gas shall be paid at the rate of 1.00 MCF per plus gas cost;
- 6. That, should B & H Gas Company, Inc., borrow funds from B & S Gas Company, it shall be set forth on a separate billing statement;

- 7. That B & H Gas Company, Inc., shall pay office rent at the rate of Two Thousand Dollars (\$2,000.00) per month and shall pay Six Hundred Dollars (\$600.00) each for two (2) trucks for total monthly truck rental of One Thousand Two Hundred Dollars (\$1,200.00) which includes insurance and maintenance;
  - 8. All transactions shall be arms length transactions.

The Parties hereto expressly represent that they understand and agree that all terms of this Contract are contractual in nature. The parties agree that their heirs, assigns, subsidiaries, employees, owners, stockholders and officers shall be bound by the terms of this Contract. They further expressly represent and warrant, that they are competent, and possess complete authority to execute and enter into this Contract, and that in negotiating and executing this Contract, they have consulted with and been advised by counsel, of their own choosing, or had an opportunity to do so, concerning the meaning and legal effects of each of its terms and provisions. Also, they have carefully read this Contract in its entirety, and have agreed to its terms and provisions and acknowledge that there are no promises, inducements, representations nor agreements of any kind in connection with this Contract other than those expressly set forth herein. The parties execute this Contract voluntarily, without duress or coercion of any kind and they intend and agree that this is a final and binding Contract.

B & H GAS COMPAN

Bud Rife, President

B & S GAS COMPAN

Bud Rife

### STATE OF KENTUCKY COUNTY OF FLOYD

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S



# **Bud Rife Construction**

**Estimate** 

Date:

03/05/2018

PO Box 155 Harold, KY 41635

OFFICE: (606)478-5264 CELL: (606)794-5264 FAX: (606) 478-5266

E-Mail: budri@mikrotec.com

Website: www.budrifeconstruction.com

For: Invoice # B&H Gas Company Inc

PO Box 447

Betsy Layne, KY 41605

	Quantity	Rate	Amount
Description	1	\$3,000.00	\$3,000.00
Hydro Seeder (Per Day)			\$90.00
Mack Crane Truck	1	\$40.00	·
PICKUP TRUCKS (PER DAY)	1	\$130.00	\$130.00
8" Horizontal Bore with casing MCL-24	1	\$140.00	\$140.00
	1	\$135.00	\$135.00
	1	\$45,00	\$45.00
4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASHING	1	\$35.00	\$35.00
OPERATOR	_		\$90.00
MACK ROLLBACK (PER HR)	1	\$90.00	
BENDING AND LIFTING TOOLS	1	\$700.00	\$700.00
LIGHT PLANTS (PER HR)	1	\$50.00	\$50.00
	1	\$115.00	\$115.00
	1	\$70.00	\$70.00
RIP-RAP IN PLACE PER ION	1	¢175.00	\$175.00
LARGE ELECTRIC JACKHAMMER			
Mack Rollback	1 hour	\$90.00	\$90.00
	Mack Crane Truck  PICKUP TRUCKS (PER DAY)  8" Horizontal Bore with casing MCL-24  12" DIRECTIONAL BORE DIRT 12" PIPE INCLUDED  4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASING  OPERATOR  MACK ROLLBACK (PER HR)  BENDING AND LIFTING TOOLS  LIGHT PLANTS (PER HR)  3000 LBS HYD HAMMER FOR PC 120  RIP-RAP IN PLACE PER TON  LARGE ELECTRIC JACKHAMMER	Description           Hydro Seeder (Per Day)         1           Mack Crane Truck         1           PICKUP TRUCKS (PER DAY)         1           8" Horizontal Bore with casing MCL-24         1           12" DIRECTIONAL BORE DIRT 12" PIPE INCLUDED         1           4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASING         1           OPERATOR         1           MACK ROLLBACK (PER HR)         1           BENDING AND LIFTING TOOLS         1           LIGHT PLANTS (PER HR)         1           3000 LBS HYD HAMMER FOR PC 120         1           RIP-RAP IN PLACE PER TON         1           LARGE ELECTRIC JACKHAMMER         1	Description           Hydro Seeder (Per Day)         1         \$3,000.00           Mack Crane Truck         1         \$90.00           PICKUP TRUCKS (PER DAY)         1         \$130.00           8" Horizontal Bore with casing MCL-24         1         \$140.00           12" DIRECTIONAL BORE DIRT 12" PIPE INCLUDED         1         \$135.00           4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASING         1         \$45.00           OPERATOR         1         \$35.00           MACK ROLLBACK (PER HR)         1         \$700.00           BENDING AND LIFTING TOOLS         1         \$700.00           LIGHT PLANTS (PER HR)         1         \$50.00           3000 LBS HYD HAMMER FOR PC 120         1         \$115.00           RIP-RAP IN PLACE PER TON         1         \$70.00           LARGE ELECTRIC JACKHAMMER         1         \$90.00

Code	Description	Quantity	Rate	Amount
PROD-71	GRAVEL IN PLACE PER TON	1	\$60.00	\$60.00
HE-37	D61EX KOMATSU DOZER	1	\$135.00	\$135.00
H <u>E</u> -03	WA320 Komatsu Wheel Loader	1 hour	\$90.00	\$90.00
HE-27	PC 160 KOMATSU EXCAVATOR	1	\$135.00	\$135.00
GL-1.2	1 1/4" X 3/4" REDUCER	1	\$19.00	\$19.00
LA-67	1 Supervisor 1 Foreman 1 Laborer	1 hour	\$95.00	\$95.00
SE-60	AIR COMPRESSOR 160 CFM	1	\$55.00	\$55.00
HE-34	HYD HAMMER FOR SMALL EXCAVATOR	. 1	\$70.00	\$70.00
T-30	Mack Rollback	1	\$90.00	\$90.00
SE-17	SMALL VIB ROLLER	1	\$200.00	\$200.00
SE-51	SCAFFOLDING (PER DAY) (PER BUCK)	1	\$110.00	\$110.00
HE-26	SKID STEER WITH BROOM	1	\$110.00	\$110.00
T-46	VOLVO TRACTOR & TRAILER	1 hour	\$100.00	\$100.00
LA-43	FOREMAN & 2 MEN	1	\$95.00	\$95.00
B-82	10" DIRT DIRECTIONAL BORE	1	\$40.00	\$40.00
HE-28	PC 120 KOMATSU EXCAVATOR	1	\$115.00	\$115.00
T-09	International Dump Truck (9 Yard Bed)	1	\$65.00	\$65.00
SE-19	TRENCH ROLLER	1 hour	\$50.00	\$50.00
B-84	12" DIRT DIRECTIONAL BORE	1	\$120.00	\$120.00
GL-1.9	1"TRANSITION	1	\$35.00	\$35.00
B-12	HORIZONTAL BORING MACHINE 12" PER FOOT	1	\$150.00	\$150.00
LA-01	SUPERVISOR	1	\$35.00	\$35.00
ST-69	SMALL TOOLS AND MISC.	1	\$50.00	\$50.00
LA-40	FOREMAN	1	\$35.00	\$35.00

Code	Description	Quantity	Rate	Amount	
B-79	6" ROCK DIRECTIONAL BORE ADD \$55.00 FOR CASING	1	\$60.00	\$60.00	-
SE-66	STEAM PRESSURE WASHER (PER HR)	1 hour	\$60.00	\$60.00	
5E-24	CONCRETE SAWS (PER DAY)	1	\$160.00	\$160.00	
HE-32	PC 60 KOMATSU EXCAVATOR	1	\$90.00	\$90.00	
SE-53	STRAW BLOWER (PER HR)	1 hour	\$60.00	\$60.00	
B-77	4" DIRT DIRECTIONAL BORE	1	\$45.00	\$45.00	
HE-23	D5H CAT DOZER	1	\$115.00	\$115.00	
SE-20	LAZERS (PER DAY)	1	\$80.00	\$80.00	
B-14	AIR HAMMER TOOL 3" HOLE PER FT.	1	\$60.00	\$60.00	
HE-31	HAMMER FOR PC 88	1	\$110.00	\$110.00	
B-80	8" DIRT DIRECTIONAL BORE	1	\$80.00	\$80.00	
T-11	Fuso Ton Dump 4/YRD Bed	1	\$55.00	\$55.00	
	HAUL IN FILL DIRT TO GRADE LEVEL AND COMPACT FILL	1	\$2,000.00	\$2,000.00	
GL-1.65	FUSION EQUIPMENT	1	\$45.00	\$45.00	
B-81	8" ROCK DIRECTIONAL BORE	1	\$80.00	\$80.00	
B-13	HORIZONTAL BORING 6" OR 8" PER FT.	1	\$120.00	\$120.00	
PROD-87	PIPE BEDDING	1	\$24.00	\$24.00	
B-85	12" ROCK DIRECTIONAL BORE	1	\$120.00	\$120.00	
B-81.1	8" Horizontal Bore MCL-24	1	\$100.00	\$100.00	
B-75	3" ROCK DIRECTIONAL BORE	1	\$30.00	\$30.00	
HE-35	3805 MUSTANG EXCAVATOR	1	\$60.00	\$60.00	
SE-47	VERMEER BRUSH CHIPPER (PER HR)	1 hour	\$85.00	\$85.00	
HE-36	KOMATSU 39 PX DOZER	1	\$105.00	\$105.00	
B-74	3" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00	

## Bud Rife Construction - Estimate 698 - 03/05/2018

Code	Description	Quantity	Rate	Amount
HE-49	MUSTANG W/AUGER ATTACHMENT	1	\$90.00	\$90.00
B-73	2" ROCK DIRECTIONAL BORE ADD \$15.00 FOR CASING	1	\$30.00	\$30.00
\$E-22	WELDER, OXYGEN, ACETYLENE, AND ELECTRIC FUSION EQUIPMENT.	1 hour	\$85.00	\$85.00
SE-15	TAMPER PER DAY (JUMPING JACK)	1 day	\$135.00	\$135.00
LA-44	1 Supervisor, 1 Foreman, 2 men	1	\$120.00	\$120.00
HE-33	PC 35 KOMATSU EXCAVATOR	1	\$70.00	\$70.00
SE-59	POWER WHEEL BARROW	1	\$45.00	\$45.00
LA-61	DITCHWITCH PER FT.	1	\$3.00	\$3.00
B-83	10" ROCK DIRECTIONAL BORE	1	\$100.00	\$100.00
	Subtotal Total			\$14,331.00 \$14,331.00
	Total		\$1	4,331.00

## CONTRACT

#### WITNESSETH:

WHEREAS, Bud Rife Construction Company, Inc., provides labor, services, materials and otherwise to JOHNSON COUNTY GAS COMPANY, INC., the parties, hereby covenant and agree, as follows:

- 1. That when providing labor and/or services, the parties agree that the minimum charge shall be for three (3) hours. All transactions shall be arms length transactions;
  - 2. That Johnson County Gas Company, Inc., shall furnish all materials;
- 3. That the parties agree that any bills that are unpaid shall become an interest free loan;
- 4. That Bud Rife Construction Company, Inc., shall provide a billing statement with the work order for each job performed which sets for the rate, the hours, the labor, the equipment charges and otherwise.

The Parties hereto expressly represent that they understand and agree that all terms of this Contract are contractual in nature. The parties agree that their heirs, assigns, subsidiaries, employees, owners, stockholders and officers shall be bound by the terms of this Contract. They further expressly represent and warrant, that they are competent, and

possess complete authority to execute and enter into this Contract, and that in negotiating and executing this Contract, they have consulted with and been advised by counsel, of their own choosing, or had an opportunity to do so, concerning the meaning and legal effects of each of its terms and provisions. Also, they have carefully read this Contract in its entirety, and have agreed to its terms and provisions and acknowledge that there are no promises, inducements, representations nor agreements of any kind in connection with this Contract other than those expressly set forth herein. The parties execute this Contract voluntarily, without duress or coercion of any kind and they intend and agree that this is a final and binding Contract.

	1-1/4
BUD RIFE CONSTRUC	CTION COMPANY, INC.
Bud Rife, President	

Bud Rife, President

STATE OF KENTUCKY COUNTY OF FLOYD

Subscribed, sworn to and Company, Inc., by and through Buc	acknowledged to before d Rife, on this 1st day	e me by Bud Rife Cons of	truction 018.
My Commission expires:	1/14/22		
	NOTARY F	da aller UBLIC	

STATE OF KENTUCKY COUNTY OF FLOYD

Subscribed and sworn and acknowledged to before me by Johnson County Gas Company, Inc., by and through, Bud Rife, on this 15t \_day of My Commission expires:



# **Bud Rife Construction**

**Estimate** 

PO Box 155

Harold, KY 41635

OFFICE: (606)478-5264 CELL: (606)794-5264

FAX: (606) 478-5266

E-Mail: budri@mikrotec.com

Website: www.budrifeconstruction.com

03/05/2018

Date:

For: Invoice # B&H Gas Company Inc

PO Box 447

Betsy Layne, KY 41605

Code	Description	Quantity	Rate	Amount
SE-01	Hydro Seeder (Per Day)	1	\$3,000.00	\$3,000.00
T-07	Mack Crane Truck	1	\$90.00	\$90.00
T-38	PICKUP TRUCKS (PER DAY)	1	\$130.00	\$130.00
8-81.2	8" Horizontal Bore with casing MCL-24	1	\$140.00	\$140.00
B-90	12" DIRECTIONAL BORE DIRT 12" PIPE INCLUDED	1	\$135.00	\$135.00
B-76	4" ROCK DIRECTIONAL BORE ADD \$50.00 FOR CASING	1	\$45.00	\$45.00
LA-39	OPERATOR	1	\$35.00	\$35.00
T-62	MACK ROLLBACK (PER HR)	1	\$90.00	\$90.00
ST-54	BENDING AND LIFTING TOOLS	1	\$700.00	\$700.00
LA-25	LIGHT PLANTS (PER HR)	1	\$50.00	\$50.00
HE-29	3000 LBS HYD HAMMER FOR PC 120	1	\$115.00	\$115.00
SE-58	RIP-RAP IN PLACE PER TON	1	\$70.00	\$70.00
ST-65	LARGE ELECTRIC JACKHAMMER	1	\$175.00	\$175.00
T-01	Mack Rollback	1 hour	\$90.00	\$90.00

	Description	Quantity	Rate	Amou	nt
HE-48	BUSH HOG W/MUSTANG	1	\$90.00		
B-78	6" DIRT DIRECTIONAL BORE	1		<b>\$90.</b> 0	
HE-64	GENIE LIFT 40FT BOOM (PER HR)		\$60,00	\$60.0	O
SE-16	LARGE VIB PLATE TAMPER	1	\$75.00	\$75.0	0
T-50	MOROOKA TRACK DUMP TRUCK 1500	1	\$220.00	\$220.00	0
B-86	12" CASING	1	\$105.00	\$105.00	)
MISC-68		1	\$85.00	\$85.00	)
B-72	MARKING PAINT	1	\$55.00	\$55.00	)
	2" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00	•
B-63	DRILL FOR DRILLING 24", 30" AND 36" HOLES. (PRICE PER FT)	1	\$110.00	\$110.00	,
MISC-93.5	2011 Tahoe	1	\$750.00	\$750.00	
LA-41	LABOR (1 Man)	1	\$25.00	\$25.00	
LA-42	FOREMAN & 1 MAN	1	\$60.00		
HE-04	Bobcat Skid Steer Loader	1		\$60.00	
SE-21	WATER PUMP (PER DAY)		\$70.00	\$70.00	
ST-55	HAND HELD JACK HAMMER (ELECTRIC PER DAY)	1 day	\$130.00	\$130.00	
T-56	4 WHEELER	1	\$90.00	\$90.00	
HE-05	Mustang Skid Steer Loader	1	\$40.00	\$40.00	
LA-57	1 FOREMEN & 2 MEN	1	\$65.00	\$65.00	
HE-06	6510 DitchWitch	1 hour	\$85.00	\$85.00	
ST-52	CHAIN SAW (PER DAY)	1	\$80.00	\$80.00	
B-89	12" DIRECTIONAL BORE ROCK 12" PIPE INCLUDED	1	\$90.00	\$90.00	
F-08	Mack Dump Truck (25 Yard Bed)	1	\$215.00	\$215.00	
SE-18		1	\$90.00	\$90.00	
1E-70	LARGE VIB ROLLER	1	\$85.00	\$85.00	
12.70	LORAIN 20 TON CRANE	1	\$250.00	\$250.00	

Code	Description	Quantity	Rate	Amou
ROD-71	GRAVEL IN PLACE PER TON	1	\$60.00	\$60.0
E-37	D61EX KOMATSU DOZER	1	\$135.00	\$135.0
E-03	WA320 Komatsu Wheel Loader	1 hour	\$90.00	\$90.0
IE-27	PC 160 KOMATSU EXCAVATOR	1	\$135.00	
SL-1.2	1 1/4" X 3/4" REDUCER	1	\$19.00	\$135.0
<b>A-</b> 67	1 Supervisor 1 Foreman 1 Laborer	1 hour		\$19.0
E-60	AIR COMPRESSOR 160 CFM	1	\$95.00	\$95.0
łE-34	HYD HAMMER FOR SMALL EXCAVATOR	1	\$55.00	\$55.0
-30	Mack Roilback		\$70.00	\$70.0
E-17	SMALL VIB ROLLER	1	\$90.00	\$90.0
E-51	SCAFFOLDING (PER DAY) (PER BUCK)	1	\$200.00	\$200.0
łE-26	SKID STEER WITH BROOM	1	\$110.00	\$110.0
-46	VOLVO TRACTOR & TRAILER	1	\$110.00	\$110.0
A-43	FOREMAN & 2 MEN	1 hour	\$100.00	\$100.0
-82	10" DIRT DIRECTIONAL BORE	1	\$95.00	\$95.0
IE-28	PC 120 KOMATSU EXCAVATOR	1	\$40.00	\$40.0
-09	International Dump Truck (9 Yard Bed)	1	\$115.00	\$115.0
E-19	TRENCH ROLLER	1	\$65.00	\$65.0
-84	12" DIRT DIRECTIONAL BORE	1 hour	\$50.00	\$50.0
L-1.9	1" TRANSITION	1	\$120.00	\$120.00
-12		1	\$35.00	\$35.00
	HORIZONTAL BORING MACHINE 12" PER FOOT	1	\$150.00	\$150.00
A-01	SUPERVISOR	1	\$35.00	\$35.00
T-69	SMALL TOOLS AND MISC.	1	\$50.00	\$50.00
4-40	FOREMAN	1	\$35.00	\$35.00

 Code	Description	Quantity	Rate	Amount
B-79	6" ROCK DIRECTIONAL BORE ADD \$55.00 FOR CASING	1	\$60.00	\$60.00
SE-66	STEAM PRESSURE WASHER (PER HR)	1 hour	\$60.00	\$60.00
SE-24	CONCRETE SAWS (PER DAY)	1	\$160.00	\$160.00
HE-32	PC 60 KOMATSU EXCAVATOR	1	\$90.00	\$90.00
SE-53	STRAW BLOWER (PER HR)	1 hour	\$60.00	\$60.00
B-77	4" DIRT DIRECTIONAL BORE	1	\$45.00	\$45.00
HE-23	D5H CAT DOZER	1	\$115.00	\$115.00
SE-20	LAZERS (PER DAY)	1	\$80.00	
B-14	AIR HAMMER TOOL 3" HOLE PER FT.	1	\$60.00	\$80.00
HE-31	HAMMER FOR PC 88	1	\$110.00	\$60.00 \$110.00
B-80	8" DIRT DIRECTIONAL BORE	1	\$80.00	
T-11	Fuso Ton Dump 4/YRD Bed	1		\$80.00
	HAUL IN FILL DIRT TO GRADE	1	\$55.00	\$55.00
	LEVEL AND COMPACT FILL	1	\$2,000.00	\$2,000.00
GL-1.65	FUSION EQUIPMENT	1	\$45.00	\$45.00
B-81	8" ROCK DIRECTIONAL BORE	1	\$80.00	\$80.00
B-13	HORIZONTAL BORING 6" OR 8" PER FT.	1	\$120.00	\$120.00
PROD-87	PIPE BEDDING	1	\$24.00	\$24.00
B-85	12" ROCK DIRECTIONAL BORE	1	\$120.00	\$120.00
B-81.1	8" Horizontal Bore MCL-24	1	\$100.00	\$100.00
B-75	3" ROCK DIRECTIONAL BORE	1	\$30.00	\$30.00
HE-35	3805 MUSTANG EXCAVATOR	1	\$60.00	\$60.00
SE-47	VERMEER BRUSH CHIPPER (PER HR)	1 hour	\$85.00	\$85.00
HE-36	KOMATSU 39 PX DOZER	1	\$105.00	\$105.00
B-74	3" DIRT DIRECTIONAL BORE	1	\$30.00	\$30.00

Code	Description	Quantity	Rate	Amount
HE-49	MUSTANG W/AUGER ATTACHMENT	1	\$90.00	\$90,00
B-73	2" ROCK DIRECTIONAL BORE ADD \$15.00 FOR CASING	1	\$30.00	\$30.00
SE-22	WELDER, OXYGEN, ACETYLENE, AND ELECTRIC FUSION EQUIPMENT.	1 hour	\$85.00	\$85.00
SE-15	TAMPER PER DAY (JUMPING JACK)	1 day	\$135.00	\$135.00
LA-44	1 Supervisor, 1 Foreman, 2 men	1	\$120.00	\$120.00
HE-33	PC 35 KOMATSU EXCAVATOR	1	\$70.00	\$70.00
SE-59	POWER WHEEL BARROW	1	\$45.00	\$45.00
LA-61	DITCHWITCH PER FT.	1	\$3.00	\$3.00
<b>B-83</b>	10" ROCK DIRECTIONAL BORE	1	\$100.00	\$100.00
	Subtotal Total			\$14,331.00 \$14,331.00
	Total		\$1	14,331.00

## HALL, STEPHENS, & HALL

#### GAS PURCHASE AGREEMENT

WHEREAS, Buyer agrees to buy gas delivered from Seller at the rate of \_\_\_\_\_\_\_/ made to Seller at P O. Box 155, Harold, Kentucky, 41635, within 30 days of invoice. That upon such payment to Seller, Buyer is released from any and all liability in distribution of said payments and any correspondence or notice shall also be made to said Seller\_Buyer shall be responsible for any production-related tax attributable to gas sold pursuant to this Agreement\_Seller herein warrants to Buyer good and lawful title to all gas sold and delivered pursuant to this Agreement. This price includes transportation. The \$6.00 price is negotiable upon completion of the bankruptcy. Retroactive billing will be done upon completion of bankruptcy. Seller may cancel contract for nonpayment within 30 days of billing.

WHEREAS, this agreement shall be for a period of one (1) year and as long thereafter as marketable natural gas is delivered to Buyer. This agreement shall be automatically renewed for each additional one year period unless a 30 day advance written notice of cancellation is given by either party.

This agreement shall be binding upon Seller, its successors and assigns and upon Buyer, and its successors and assigns.

SELLER:

HALL, STEPHENS & HALL

BY: Bud Rife

BUYER:

JOHNSON COUNTY GAS COMPANY

BY: Bud Rife

### GAS PURCHASE AGREEMENT

This AGREEMENT ("Agreement") made and entered into this the May of FobReary 2012, by and between Bradco Oil Company, whose address is 271 East Court Street, P. O. Box 221, Prestonsburg, Kentucky, 41653, (hereinafter referred to as "Bradco Oil Company" or "Seller"), and Johnson County Gas Company, whose address is P\_O. Box 447. Betsy Layne, Kentucky, 41635, (hereinafter referred to as Johnson County Gas Company" or "Buyer").

WHEREAS, Bradco Oil Company has three (3) existing was wells in the Hager Hill area.

WHEREAS, gas delivery points for the above production will be as near the intersection of Ky. Ri 321 and Rolling Hills Rd.

WHEREAS, this agreement shall be for a period of one (1) year and as long thereafter as marketable natural gar is delivered to Buyer. This agreement shall be automatically renewed for each additional one year period unless a 30 day advance written notice of cancellation is given by either party.

This agreement shall be binding upon Seller, its successors and assigns and upon Buyer, and its successors and assigns.

SELLER:

Bradco Oil Company

BY: Charles Bradley

Owner

BUYER

Johnson County Gas Company

BY: Bud Rife

President

